

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Sep 30, 2000*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

| | | |
|---|---|--|
| 1. SOLICITATION NUMBER N00167-99-R-0079 | 2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ) | 3. DATE/TIME RESPONSE DUE 28 March 2000 2:00 P.M. |
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INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" is applicable to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Responses must set forth full, accurate, and complete information as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors - Competitive Acquisitions".

| | |
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| 4. ISSUING OFFICE (Complete mailing address, including ZIP Code) Naval Surface Warfare Center, Carderock Division Code 3321 Lynn Rowe Bldg. 121, Room 200, 9500 MacArthur Blvd West Bethesda, MD 20817-5700 | 5. ITEMS TO BE PURCHASED (Brief description) Services to Conduct Underwater Explosion Testing |
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| | |
|---|--|
| 6. PROCUREMENT INFORMATION (X and complete as applicable) | |
| <input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED | |
| <input checked="" type="checkbox"/> b. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE SIC CODE IS: <u>8734</u> | |
| c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE SIC CODE IS: _____ | |
| d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT. | |

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| 7. ADDITIONAL INFORMATION All proposals forwarded by overnight mail should be addressed to the issuing office as specified in Block 4 above. 1. Multiple awards may be made under this procurement. 2. Offerors are advised of the Provisions of Sections L & M which require the submission of separate technical and cost proposals. The award of any resultant contract will be made on a "Low Cost/Technically Acceptable" basis. 3. Section I, 52.219-4 and 52.219-23 for Price Evaluation Preference and Adjustment. | |
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| 8. POINT OF CONTACT FOR INFORMATION | |
| a. NAME (Last, First, Middle Initial) Rowe, Catherine L | b. ADDRESS (Include Zip Code) Same as Issuing Office (Block #4) |
| c. TELEPHONE NUMBER (Include Area Code and Extension) 301-227-1100 | d. E-MAIL ADDRESS rowecl@nswccd.navy.mil |

| | | | |
|---|---|--|--|
| 9. REASONS FOR NO RESPONSE (X all that apply) | | | |
| <input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS | <input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED | | |
| <input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S) | <input type="checkbox"/> e. OTHER (Specify) | | |
| <input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT | | | |

| | | | |
|---|-----------------------------|---|----------------------------|
| 10. MAILING LIST INFORMATION (X one) | | | |
| WE <input type="checkbox"/> | DO <input type="checkbox"/> | DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED. | |
| 11a. COMPANY NAME | | b. ADDRESS (Include Zip Code) | |
| c. ACTION OFFICER | | | |
| (1) TYPED OR PRINTED NAME (Last, First, Middle Initial) | | (2) TITLE | |
| (3) SIGNATURE | | | (4) DATE SIGNED (YYYYMMDD) |

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AFFIX
STAMP
HERE

| | |
|---|-----------------------|
| SOLICITATION NUMBER N00167-99-R-0079 | |
| DATE (YYYYMMDD) 2000 March 28 | LOCAL TIME 2:00 pm |

| | | | | | | | |
|--|--|---|--|--|--|-----------------------------------|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING DO C-9 | | PAGE OF PAGES 1 78 | |
| 2. CONTRACT NUMBER | | 3. SOLICITATION NUMBER N00167-99-R-0079 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED 24 Feb 2000 | |
| 6. REQUISITION/PURCHASE NUMBER 9966F404 | | 7. ISSUED BY Naval Surface Warfare Center Carderock Division Code 3321: Lynn Rowe 9500 MacArthur Boulevard West Bethesda MD 20817-5700 | | 8. ADDRESS OFFER TO (If other than Item 7) | | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Blk 7. above Bldg 121, Room 200 until 2:00pm local time 2000 Mar 28
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | |
|----------------------------------|----------------------|--|---|
| 10. FOR INFORMATION CALL: | A. NAME Lynn Rowe | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 301 227-1100 | C. E-MAIL ADDRESS rowecl@nswccd.navy.mil |
| | | | |

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|---|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
|---|----------------------|----------------------|----------------------|-------------------|

| | | | | |
|---|---------------|------|---------------|------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |
| | | | | |

| | | | |
|--|------|----------|--|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
| 15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. | | | 17. SIGNATURE |
| 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | | |
| | | | 18. OFFER DATE |

AWARD (To be completed by Government)

| | | |
|---|------------|---|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) |
| 24. ADMINISTERED BY (If other than Item 7) CODE | | 25. PAYMENT WILL BE MADE BY CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) |
| | | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

| Item No. | Supplies/Services | Qty. | Unit | Amount |
|-------------|---|------|------|--|
| 0001 | Material and Services for Underwater Explosion Testing in accordance with Section C - Statement of Work | 1 | Lot | Estimated Cost: \$ Fixed Fee: \$ Cost Plus Fixed Fee: \$ |
| 0002 | Data in accordance with the attached DD Form 1423 | 1 | Lot | NSP* |
| 0003 | Support Costs at actual cost plus applicable indirect costs only. Support Costs consist of the following and are non fee bearing: Materials (Estimated at \$750,000.00) Travel (Estimated at \$250,000.00) | 1 | Lot | NTE** \$1,000,000 |
| 0004 | Subcontracting (miscellaneous and incidental) in accordance with Clause No. 52.244-2 at actual costs plus applicable indirect costs only. | 1 | Lot | NTE ** \$1,250,000 |

Total Contract amount including Support Costs and
Subcontracting: \$

*NSP - not separately priced, included in the price of CLIN 0001.

**NTE - not to exceed

It is anticipated that the contract to be awarded as a result of this solicitation will be a five (5) year Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract. This contract does not include any options.

Minimum and Maximum Quantities

As referred to in paragraph (b) of Clause No. 52.216 -22 - Indefinite Quantity, the contract minimum quantity is \$25,000.00 and the maximum quantity is the Total Contract Amount including Support Costs and Subcontracting. The maximum quantity is not to be exceeded without prior written approval from the Procuring Contracting Officer (PCO).

Note (1): CLIN 0004 provides for subcontracting effort not specifically identified at time of submission of the original proposal which may subsequently be required after contract award. Offerors proposing to team with subcontractors to meet the stated personnel requirements must include those subcontractor costs under the appropriate direct labor category and identify the number of hours to be provided by the subcontractor as part of the response for CLIN 0001.

The Government will provide Government Furnished Equipment and Government Furnished Material as may be required for performance of the services under the contract to the maximum extent possible.

In accordance with FAR 22.605(a)(5) and Contract Clause 52.222-20 - Walsh-Healey Public Contracts Act (December 1996), as regards supplies and material under CLIN 0003, the contractor shall:

(1) ensure that any material/hardware items, that cannot be obtained as GFE/GFM are obtained from manufacturers or regular dealers of these items in accordance with FAR 22.602.

(2) obtain competition (items valued over \$2,500.00) whenever possible and shall report to the Contracting Officer the extent of competition sought, obtained, and efforts to ensure future competition for materials/hardware.

Section C - Statement of Work UNDERWATER EXPLOSION TESTING SUPPORT

Nature of Services to be Performed

The contractor will be required to provide engineering and technical analysis, logistic and instrumentation support, and design support at a Test Facility that is capable of conducting underwater explosion (UNDEX) testing programs. Capabilities must include on site engineering analysis and support as well as onsite design capabilities in a full range of disciplines relating to surface ships and submarines.

Background

The Naval Surface Warfare Center, Carderock Division (NSWCCD) is tasked to supply research, development, testing and evaluation under the cognizance of the U.S. Navy. UNDEX testing is a major part of this mission and requires specialized Test Facilities to perform the work. One of the principal focuses is structural technology development initiatives across a broad spectrum of surface ship and submarine technologies. This involves model and full scale testing to validate performance and determine physical mechanisms of shock phenomena in ship type structures. Experimental facility and associated engineering and system support must be used to effectively conduct model, full scale and equipment test and evaluation as well as support structural technology development. Within the scope of work outlined here, the contractor shall provide the test facility personnel, services, equipment, material, and engineering expertise essential to successful task performance. The Statement of Work in the Delivery Order shall define the work to be performed in detail. The Delivery Order will also specify the required delivery date for the completion of each task.

Scope of Work

In the performance of tasks under this contract the contractor may be tasked to:

- provide engineering and technical services
- install and operate Government Furnished Equipment (GFE)
- conduct UNDEX testing
- install instrumentation sensors and equipment for testing on site as well as offsite
- operate instrumentation to record and reduce test data
- download test data in a binary format compatible with Carderock software
- provide engineering analysis and design support as required to resolve test problems and continue operations
- process test data into report format including video and photographic grade pictures on site, and
- provide necessary support staff and equipment to support ship equipment qualification IAW MIL standards and specifications.

The contractor shall perform task assignments within the below listed technical areas both on site and at off site facilities including onboard ships.

The government will provide Technical and Management Coordination for the assigned tasks. The Delivery Order will specify for which areas the contractor is responsible.

3.1 Heavyweight MIL-S-901D Shock Qualification Testing

The contractor shall perform MIL-S-901D heavyweight shock testing on site using Navy approved equipment provided by the contractor except for GFE as specified in the individual task statements. The contractor shall be able to perform the following as tasked:

Design, fabricate and install test equipment using Navy approved Shock Test platforms.

Install test equipment on the foundations and equipment being tested.

Produce and implement a test equipment plan including checkout, operation, reducing and processing all instrument data. (0-50 channels). Must also be able to download information in a binary format compatible with Carderock Division software.

Install and operate high-speed cameras.

Prepare and issue preliminary and final test results with high-grade quality including photo quality images on site.

As part of the test support, the contractor shall determine the structure/equipment/devices applicable to specific tests and develop designs for arrangements of all mechanical elements necessary to perform the tests. This includes rigging and support mechanisms, test beds, hydraulic jacks and attachments, and load cells. Mechanical designs must be able to be done on site and provide for safe application of all test loads including dynamic, static and fatigue loads with engineering support data available. The contractor must be able to perform instrumentation installation and performance checks during the conduct of the experiments at laboratory facilities, Navy and contractor facilities, field sites, and aboard ships.

3.2 Medium Weight, Light Weight, and Vibration Qualification Tests

The contractor shall conduct Medium Weight, LightWeight and Vibration Qualification Tests IAW applicable MIL Standards and Specifications as specified in assigned tasks.

3.3 Miscellaneous UNDEX Projects

The contractor shall perform the necessary support to conduct non-standard UNDEX Projects. These are test items for which the standard MIL-S-901D test method is not appropriate. This capability should include the ability to conduct on site engineering analysis as required to develop guidance and necessary test plans to satisfy the desired Shock Test Specification.

Once the proposed test scheme is approved, the contractor shall provide the engineering, design, fabrication, test array material, test personnel, instrumentation and reporting that will be required. This will include the fabrication of miscellaneous test items from drawings and plans that may be government furnished. Test items will range from special equipment installations to complex structures and foundations. Materials can include HY steels, stainless steel, aluminum and various grades of carbon steel. Contractor shall be able to get plastics and composites work done as required.

3.4 Personnel

The contractor is required to provide personnel with education and experience levels in the labor categories shown below.

Key Personnel

Senior Test Engineer - (1) Shall have a BS degree in engineering with at least 5 years experience in shock test planning, test design, test operations, test inspections, failure analysis, and reporting. The Senior Test Engineer should have demonstrated experience in the supervision and management of test operations and test personnel during shock and vibration testing. Should have strong experience in setting and maintaining schedules, budgets and project reporting. This experience should include demonstrated ability to technically, administratively, and contractually coordinate projects with a variety of engineering and craft requirements.

Instrumentation Engineer - (1) Shall have a BS in Electrical or Electronic Engineering and 2 years experience or 5 years experience as an Instrumentation Technician with experience in designing and implementing Instrumentation plans and procedures for testing. Familiar with calibration, data retrieval and reduction systems, test equipment calibration and certification, and data conversion into various formats. Should have demonstrated familiarity with the use of high-speed cameras and photography (stills and video). Must have familiarity with ships and ship systems and testing of those systems.

Equipment Installation Supervisor - (1) Shall have 10 years experience in installation, testing of operation of surface ship and submarine equipment in accordance with applicable specifications, and drawings. Should have demonstrated ability to supervise and direct multiple simultaneous trade operations in a safe and efficient manner while working from oral and written instructions. Must have at least 10 years experience in directing and supervising test operations and facilities to meet the requirements of multiple customers conducting test operations simultaneously. This experience must include the ability to design and review designs for test fixtures, materials, and equipment with an understanding of a variety of installation techniques to accomplish desired results. Must have at least 10 years experience related to shock and vibration testing on shipboard equipment, systems, and installation methods. Must have demonstrated at least 10 years experience in the areas of structural design of foundations, and fabrication and installation of foundations and fixtures for surface ship and submarine equipment testing.

Senior Engineer - (1) Shall have a minimum of a BS degree in engineering and 10 years experience in progressively responsible positions in the areas of shock, UNDEX testing, structural dynamics, design, and explosive safety. Demonstrated 10 years experience in management and direction of shock test operation, shock test fixture design, test plan development, and engineering evaluation of test results.

Non-Key Personnel -

Instrumentation Technician and Mechanical Technician - Installs, repairs, maintains, and adjusts indicating, recording, telemetering, and controlling instruments used to measure and control variables, such as pressure, flow, temperature, motion, force, and chemical composition, using hand tools and precision instruments. Disassembles malfunctioning instruments, and examines and tests mechanism and circuitry for defects. Troubleshoots equipment in or out of control system and replaces or repairs defective parts. Reassembles instrument and tests assembly for conformance with specifications, using instruments, such as potentiometer, resistance bridge, manometer, and

pressure gauge. Inspects instruments periodically and makes minor calibration adjustments to insure functioning within specified standards. May adjust and repair final control mechanisms, such as automatically controlled valves or positioners. May calibrate instruments according to established standards.

Shipfitter - Installs or repairs water, steam, gas or other types of pipe and pipefittings. Work involves most of the following: Laying out work and measuring to locate position of pipe from drawings or other written specifications; cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines; threading pipe with stocks and dies, bending pipe.

Welder - Welds metal components together to fabricate or repair products, such as machine parts, plant equipment, mobile homes, motors and generators, according to layouts, blueprints or work orders, using brazing and a variety of arc and gas welding equipment. Welds metal parts together, using both gas welding or brazing and any combination of arc.

Machinist - Produces replacement parts and new parts in making repairs of metal parts of mechanical equipment. Work involves most of the following: Interpreting written instructions and specifications; planning and laying out of work; using a variety of machinist's hand tools and precision measuring instruments; setting up and operating standard machine tools; shaping of metal parts to close tolerances; making standard shop computations relating to dimensions of work, tooling, feeds, and speeds of machining; knowledge of the working properties of the common metals; selecting standard materials, parts, and equipment required for this work; and fitting and assembling parts into mechanical equipment. In general, the machinist's work normally requires a rounded training in machine-shop practice usually acquired through a formal apprenticeship or equivalent training and experience.

Crane Operator - Operates heavy equipment such as cranes, clamshells, power shovels, motor graders, heavy loaders, carryalls, bulldozers, rollers, scrapers, and large industrial tractors with pan or scrapper attachments. Equipment is used to excavate, load or move dirt, gravel or other materials. Operator may read and interpret grade and slope stakes and simple plans. May be required to grease, adjust and make emergency repairs to equipment.

Typist/Word Processor - Uses a knowledge of varied and advanced functions of one software type, a knowledge of varied functions of different types of software, or a knowledge of specialized or technical terminology to perform such typical duties as: Editing and reformatting written or electronic drafts. Examples include: correcting function codes; adjusting spacing and formatting; and standardizing headings, margins, and indentations. Transcribing scientific reports, lab analyses, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical, or scientific terminology. Work requires familiarity with office terminology and practices; incumbent corrects copy and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work, and provides specific instructions for new or unique projects. May lead lower level word processors.

Handyman - Assists one or more workers in the skilled maintenance trades by performing specific or general duties of lesser skill, such as keeping a worker supplied with materials and tools; cleaning working area, machine, and

equipment; assisting journeyman by holding materials or tools; and performing other unskilled tasks as directed by journeyman. The kind of work the helper is permitted to perform varies from trade to trade. In some trades the helper is confined to supplying, lifting, and holding materials and tools, and cleaning working areas; and in others the worker is permitted to perform specialized machine operations, or parts of a trade that are also performed by workers on a full-time basis.

Explosives Handler - Provide technical support and set standards for UXO personnel conducting ordnance response projects. Perform reconnaissance; classification; disposing; transporting; storage of UXO complying with Federal, state and local laws. Perform risk-hazard analysis; maintenance and operator checks on all team equipment. Plan and supervise range clearance operations. This individual shall have an explosion handling certification in accordance with the state in which the test facility is located.

3.5 Facilities - The contractor shall have an existing facility for shock testing shipboard equipment in the light, medium, or heavy weight test category. The facility shall have the following capabilities:

Conference Room: accommodate a minimum of 20 people,

Office Space: Minimum of two desk chairs and secure file cabinet,
Communication: Facsimile machine, two unrestricted phones, and internet hookup,

Drafting Capabilities: Produce engineering drawings, which fulfill the tasks in the Statement of Work, and

Instrumentation: Instrumentation systems for recording and processing up to 5 channels with ability to increase to a maximum of 15 channels (sensors-signal processing FM magnetic tape recorders or solid state recorders and appropriate data processing equipment).

3.6 Test Support Facility - The contractor shall have a test support facility with following capabilities:

1. Crane with a minimum of 70-ton lift at a 90-ft. radius. Access to portable cranes with lift capacity up to 50 tons.

2. On-site or access to a machine shop with a minimum of:

Comprehensive carbide tooling required for HY-steels and other exotic alloys as required.

High-pressure hydrostatic testing of hull penetrations on a regular basis before and after test series (requires high-pressure pump capability).

Ability to produce internal and external threads; capability of manufacturing all classes of fits of all basic dimensions.

The capabilities or access to the capabilities required to meet NAVSEA specifications (such as NAVSEA 0900-000-1000), MIL-STD Specifications, (such as MIL-STD-22), the requirements of DESIGN DATA SHEET specifications (such as DDS 110) and other Government specifications as required in the task order.

Additionally, the machine shop shall have on site or access to the following items:

1. Metal Machine Lathe
2. Vertical Boring Mill
3. Milling Machine - General milling capability and portable drilling and portable boring.

Available or have access to a ship fitting ship with the capabilities required to meet NAVSEA specifications (such as NAVSHIPS 0900-000-1000, NAVSEA 0900-006-9010), MIL-STD specifications (such as MIL-STD-22 and MIL-STD-246), the requirements of DESIGN DATA SHEET specifications as required in the task order.

Available or have access to a welding shop with the welding and weld inspection capabilities as required to meet-NAVSEA specifications, MIL-STD/specifications, the requirements of DESIGN DATA SHEET specifications (such as, DDS 110) and other Government specifications required in the task order.

Available or have access to a pipe shop with the capabilities to fabricate and install LP and HP-piping for ballasting test vehicles; ability to erect staging platforms; ability to work to NAVSEA specifications, MIL-STD specifications, the requirements of DESIGN DATA SHEET specifications, and other Government specifications required in the task order.

Available or have access to the capability to supply Temporary services such as 120 VAC 1 single phase, 220 VAC 1 single phase, and 440 VAC three phase, electric power, LP and HP air service, heat and water to test vehicle.

Capability to store up to 2,000 pounds Class A bomb type IV explosives and 100 Class B electric blasting caps.

Have at least 2,000 square ft of secure, covered, heated storage with overhead crane service for equipment being tested and/or inspected.

Have three phase 440 Volt AC power on site with minimum amperage rating of 2000 amps. Have DC power at least 1000 KW 120/240 power. Have AC regulated of at least 45 KVA of 120/208 'Y' power. The facility shall also have at least a 50 KVA resistive load bank and all necessary leads, connections, switch gear, and other support equipment necessary for load testing of electrical items being shock tested.

The test support facility shall be capable of detonating up to at least 125 pounds of HBX-1 underwater at a depth of 30 ft. The test area shall be at least 150' x 200' with water depth of 100 feet.

Data Requirements

Data to be provided shall be as specified in individual delivery orders and in accordance with DD Form 1423 and the Contract Data Requirements List (CDRL) attached to this RFP.

Conferences and Meetings

The contractor shall be available to attend meetings at the various facilities associated with the Carderock Division including Washington D.C., Carderock MD, Aberdeen MD, and various test sites as required and specified in the individual delivery orders.

Security Requirements

Tasks to be performed under this contract may be classified to the level of SECRET in accordance with the DD Form 254 Contract Security Classification attached to this contract.

SECTION D - PACKAGING AND MARKING

The items to be delivered under this contract shall be packaged and marked in accordance with the Contractor's standard practices.

SECTION E - INSPECTION AND ACCEPTANCE

| | | |
|--------------|--|----------|
| 52.246-5 | Inspection of Services—Cost —Reimbursement. | APR 1984 |
| 252.246-7000 | Material Inspection and Receiving Report. | DEC 1991 |

SECTION F - DELIVERIES OR PERFORMANCE

52.211-8 Time of Delivery. (JUN 1997)

The contract ordering period shall be from the effective date of the contract through five (5) years thereafter.

| | | |
|--------------|--|----------|
| 252.223-7003 | Change in Place of Performance - Ammunition and Explosives. | DEC 1991 |
| 52.242-15 | Stop-Work Order. (AUG 1989) -- Alternate I | APR 1984 |
| 52.247-34 | F.O.B. Destination. | NOV 1991 |

SECTION G - CONTRACT ADMINISTRATION DATA

5252.232-9001 Submission of Invoices (Cost-Reimbursement, Time-and-Materials, Labor-Hour, or Fixed Price Incentive (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the [to be specified at time of award] at the following address:[to be specified at time of award] unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [to be specified at time of award]. Following verification, the [to be specified at time of award] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [5] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
[] is required with each invoice submittal.
[X] is required only with the final invoice.
[] is not required.

(f) A Certificate of Performance
[] shall be provided with each invoice submittal.
[X] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

252.242-7000 Postaward Conference. DEC 1991

AGENCY SPECIFIC PROVISION - REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

AGENCY SPECIFIC PROVISION - PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (JUN 1996) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the

estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

PAST PERFORMANCE ASSESSMENT (SERVICE CONTRACTS, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (MAY 1999)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.nslcpts.mh.navy.mil/cparmenu.htm>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to enter comments, rebut statements or add information on an optional basis. After contractor comments or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed and "signed" on-line by the government reviewing official. The CPAR will be considered complete when "signed" by the reviewing official. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Exceptional*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Very Good*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Satisfactory*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Marginal*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Unsatisfactory*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

SECTION I - CONTRACT CLAUSES

252.201-7000 Contracting Officer's Representative. DEC 1991

AGENCY SPECIFIC PROVISION - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

Name: (To be inserted at time of award)

Mailing Address:

Code:

Telephone No.:

Fax No.:

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

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| 52.202-1 | Definitions. | OCT 1995 |
| 52.203-3 | Gratuities. | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees. | APR 1984 |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. | JUL 1995 |
| 52.203-7 | Anti-Kickback Procedures. | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. | JAN 1997 |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity. | JAN 1997 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions. | JUN 1997 |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. | MAR 1999 |
| 252.203-7002 | Display of DoD Hotline Poster. | DEC 1991 |
| 52.204-2 | Security Requirements. | AUG 1996 |
| 52.204-4 | Printing/Copying Double-Sided on Recycled Paper. | JUN 1996 |
| 252.204-7000 | Disclosure of Information. | DEC 1991 |
| 252.204-7003 | Control of Government Personnel Work Product. | APR 1992 |
| 252.204-7004 | Required Central Contractor Registration. | MAR 1998 |

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| 252.204-7005 | Oral Attestation of Security Responsibilities. | AUG 1999 |
| 52.209-6 | Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. | JUL 1995 |
| 252.209-7000 | Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty. | NOV 1995 |
| 252.209-7004 | Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country. | MAR 1998 |
| 52.211-15 | Defense Priority and Allocation Requirements. | SEP 1990 |

AGENCY SPECIFIC PROVISION - ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest. (a)If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b)If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c)If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

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| 52.215-2 | Audit and Records - Negotiation. | JUN 1999 |
| 52.215-8 | Order of Precedence-Uniform Contract Format. | OCT 1997 |
| 52.215-9 | Changes or Additions to Make-or-Buy Program. | OCT 1997 |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data-Modifications. | OCT 1997 |
| 52.215-13 | Subcontractor Cost or Pricing Data-Modifications. | OCT 1997 |
| 52.215-14 | Integrity of Unit Prices. | OCT 1997 |
| 52.215-15 | Pension Adjustments and Asset Reversions. | DEC 1998 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. | OCT 1997 |

52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

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| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications. | OCT 1997 |
| 252.215-7000 | Pricing Adjustments. | DEC 1991 |
| 52.216-7 | Allowable Cost and Payment. | APR 1998 |
| 52.216-8 | Fixed Fee. | MAR 1997 |

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract through 5 years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

Ordering Procedures for Individuals Task Orders

The following procedures shall apply to individual task orders under the contract(s) resulting from this solicitation:

1. The Naval Surface Warfare Center, Carderock Division, is the activity authorized to issue task orders. All orders shall contain the date of order, contract number and task order number, description of the scope of work to be accomplished, estimated cost plus fixed fee, material and travel costs, and performance date, place of performance, accounting/appropriation data and any pertinent information.

2. No protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under the contract resulting from this solicitation except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

3. Except as provided for in paragraph 4 below, for orders issued under multiple task order contracts, each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500.00. The Contracting Officer shall, in making decisions in the award of any individual task orders, consider factors such as past performance, or earlier tasks under the multiple award contract, quality of deliverables, cost control, price, cost or other factors that are relevant to the award of a task order to an awardee under the contract.

4. The procedures for selecting awardees for the placement of individual task orders need not comply with the competition requirements specified under FAR Part 6; however, fair consideration shall be given to all awardees prior

to placing each order. Formal evaluation plans or scoring of quotes or offers shall not be required. Naval Surface Warfare Center, Carderock Division may choose to use streamline procedures when selecting a task order awardee.

5. The contract resulting from this solicitation shall be an Indefinite Quantity, Indefinite Delivery, Cost Plus Fixed Fee (completion) type contract, therefore, the Contracting Officer shall solicit offers from at least two companies in order to satisfy adequate price competition, however, the Contracting Officer need not contact each of the multiple awardees under the contract before selecting a task order awardee if the Contracting Officer has information to ensure that each awardee is provided a fair opportunity to be considered for each order.

6. Awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 if the Contracting Officer determines that:

a. The agency need for such services is of such URGENCY that providing such opportunity would result in unacceptable delays.

b. Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

c. The order shall be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided all the awardees are given a fair opportunity to be considered for the original order.

d. It is necessary to place an order to satisfy a minimum guarantee.

7. The Naval Surface Warfare Center, Carderock Division, Supply Officer shall be responsible for reviewing complaints from contractors on task order contracts. The Naval Surface Warfare Center Supply Officer shall review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$3,000,000.00;

(2) Any series of orders from the same ordering office with five (5) days that together exceed \$6,000,000.00;

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ninety (90) days after the end of the ordering period.

AGENCY SPECIFIC PROVISION - ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written

acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (MAY 1998) (NSWCCD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having

an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this Section I.

WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection invoicing and payment provisions to the extend not covered in the contract; and any other pertinent information.

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| 52.217-8 | Option to Extend Services. | NOV 1999 |
| 52.219-6 | Notice of Total Small Business Set-Aside. | JUL 1996 |
| 52.219-8 | Utilization of Small Business Concerns. | OCT 1999 |
| 52.219-14 | Limitations on Subcontracting. | DEC 1996 |

52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [to be inserted at time of award] or the overtime premium is paid for work -

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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| 52.222-3 | Convict Labor. | AUG 1996 |
| 52.222-20 | Walsh-Healey Public Contracts Act. | DEC 1996 |
| 52.222-21 | Prohibition of segregated facilities. | FEB 1999 |
| 52.222-26 | Equal Opportunity. | FEB 1999 |

52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)

(a) Definitions. As used in this clause--

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released there from with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

| | | |
|-----------|--|----------|
| 52.222-36 | Affirmative Action for Workers with Disabilities. | JUN 1998 |
| 52.222-37 | Employment Reports on Disabled Veterans and Veterans of the Vietnam Era. | JAN 1999 |
| 52.222-41 | Service Contract Act of 1965, as Amended. | MAY 1989 |

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

| <u>Employee Class</u> | <u>Monetary Wage - Fringe Benefits</u> | |
|------------------------------------|---|----------|
| Instrumentation Technician (23460) | \$19.17 | +46% |
| Mechanical Technician (23460) | \$19.17 | +46% |
| Crane Operator (23440) | \$15.42 | +46% |
| Explosives Handler (29491) | \$15.42 | +46% |
| Handyman (23580) | \$10.38 | +46% |
| Typist/Word Processor (01612) | \$14.23 | +46% |
| Welder (23960) | \$16.05 | +46% |
| Machinist (23550) | \$16.05 | +46% |
| Shipfitter (23790) | \$16.05 | +46% |
| 52.223-2 | Clean Air and Water. | APR 1984 |
| 52.223-6 | Drug-Free Workplace. | JAN 1997 |
| 52.223-14 | Toxic Chemical Release Reporting. | OCT 1996 |
| 252.223-7002 | Safety Precautions for Ammunition and Explosives. | MAY 1994 |
| 252.223-7004 | Drug-Free Work Force. | SEP 1988 |

**252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION,
AND EXPLOSIVES (SEP 1999)**

(a) Definition. "Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DOD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

| NOMENCLATURE | NATIONAL STOCK NUMBER | SENSITIVITY/ CATEGORY |
|--------------|--------------------------|--------------------------|
| 60 lb Charge | 1375-D1-116-7682 | Explosive 1-1D |

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

**5252.223-9000 DON ADDITIONAL SAFETY REQUIREMENTS APPLICABLE TO SPECIFIED
GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES (OCT 1997)**

The following additional safety requirements apply to Government Furnished Material (GFM) Ammunition and Explosives (A&E) containing nitrocellulose-based propellants and/or nitrate ester-based materials (such as nitroglycerin,) or such other similar A&E provided as GFM and designated by the Contracting Officer which have a tendency to become chemically unstable over time:

(a) The Contractor shall maintain inventory control records of potentially unstable GFM A&E by National Stock Number (NSN) or part number, lot number, nomenclature, storage location, quantity and date of receipt.

(b) The Contractor shall comply with any Government notice concerning any restrictions, suspensions and limitations imposed by the cognizant Government component on GFM A&E to ensure that the materials are safe for continued storage.

(c) Upon receipt of a notice from the Government of reclassification actions taken by the Government that render GFM A&E unserviceable, suspended or restricted, the Contractor shall immediately follow the instructions contained within the notice.

(d) When directed by the Government, the Contractor shall ship samples of GFM A&E in its possession to Government testing facilities. GFM A&E samples will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked on the Bill of Lading. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.

(e) Within 30 days of completion or termination of the contract, the Contractor shall request disposition instructions from the Contracting Officer for any residual, unserviceable, suspended or restricted GFM A&E. The Contracting Officer shall provide disposition instructions to the Contractor not later than 90 days after they are requested.

(f) If disposition instructions direct shipment to a Government disposal or storage activity, the Contractor shall obtain verification of the contents and marking by the contract administration office Quality Assurance Representative prior to shipment. Additionally, the Contractor shall notify the receiving activity 30 days prior to shipment and provide a detailed list of GFM A&E being returned. Returned materials will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.

(g) If the Contractor has the capability to dispose of these materials at its facility and has been instructed to do so through disposition instructions, the Contractor shall provide written notice to the Contracting Officer identifying the materials it is disposing of by the Contract Number, NSN or part number, lot number, nomenclature and quantity, and the date the disposition of the materials was accomplished.

(h) If direction issued under this clause causes an increase in the cost of performance under this contract, the Contracting Officer shall make an equitable adjustment in the contract price.

| | | |
|--------------|---|----------|
| 52.225-10 | Duty-Free Entry. | APR 1984 |
| 52.225-11 | Restrictions on Certain Foreign Purchases. | AUG 1998 |
| 252.225-7001 | Buy American Act and Balance of Payments Program. | MAR 1998 |
| 252.225-7002 | Qualifying Country Sources as Subcontractors. | DEC 1991 |

252.225-7008 Supplies to be Accorded Duty-Free Entry. (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act

- North American Free Trade Agreement Implementation Act - Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

ALL

| | | |
|--------------|--|----------|
| 252.225-7009 | Duty-Free Entry - Qualifying Country Supplies (End Products and Components). | MAR 1998 |
| 252.225-7010 | Duty-Free Entry - Additional Provisions. | MAR 1998 |
| 252.225-7012 | Preference for Certain Domestic Commodities. | MAY 1999 |
| 252.225-7026 | Reporting of Contract Performance Outside the United States. | MAR 1998 |
| 252.225-7031 | Secondary Arab Boycott of Israel. | JUN 1992 |
| 52.227-1 | Authorization and Consent. | JUL 1995 |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement. | AUG 1996 |
| 52.227-11 | Patent Rights - Retention by the Contractor (Short Form). | JUN 1997 |

252.227-7013 Rights in Technical Data-Noncommercial Items. (NOV 1995)

(a) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is—

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or (B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior Government Rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

| Technical data to be furnished with restrictions | Basis for assertion | Asserted rights | Name of person asserting |
|--|------------------------|--------------------|--------------------------------|
| \1\ | \2\ | category | restrictions |
| | | \3\ | \4\ |
| (LIST)..... | (LIST)..... | (LIST).... | (LIST)..... |

\1\ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

\2\ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3\ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4\ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier.

Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data-Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown

above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights _____

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data-Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____

(Insert contract number) _____, License No. _____

(Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a

marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)

(a) Definitions. As used in this clause:

(1) "Commercial computer software" means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;
(ii) Has been offered for sale, lease, or license to the public;
(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Developed" means that

(i) A computer program has been successfully operated in computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(11) "Government purpose rights" means the rights to—
Use, modify, reproduce, release, perform, display, or disclose
computer software or computer software documentation within the Government
without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(12) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(13) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(14) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to—

Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause; Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(14)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14)(ii), (v) and (vi) of this clause; Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

(15) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in—

- (i) Computer software developed exclusively with Government funds;
- (ii) Computer software documentation required to be delivered under this contract;
- (iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;
- (iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or
- (vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data-Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

- (i) The parties have agreed otherwise; or
- (ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or

has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

| Computer Software to be Furnished with Restrictions* | Basis for Assertion** | Asserted Rights Category *** | Name of Person Asserting Restrictions **** |
|--|--------------------------|---------------------------------------|---|
| (LIST) | (LIST) | (LIST) | (LIST) |

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date_____

Printed Name and Title_____

Signature_____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with his legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) _____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions—Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions—Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

| | | |
|--------------|---|----------|
| 252.227-7016 | Rights in Bid or Proposal Information. | JUN 1995 |
| 252.227-7019 | Validation of Asserted Restrictions Computer Software. | JUN 1995 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. | JUN 1995 |
| 252.227-7030 | Technical Data - Withholding of Payment. | OCT 1988 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data. | SEP 1999 |
| 52.228-7 | Insurance - Liability to Third Persons. | MAR 1996 |
| 52.229-3 | Federal, State, and Local Taxes. | JAN 1991 |
| 252.231-7000 | Supplemental Cost Principles. | DEC 1991 |
| 52.232-9 | Limitation on Withholding of Payments. | APR 1984 |
| 52.232-20 | Limitation of Cost. | APR 1984 |
| 52.232-22 | Limitation of Funds. | APR 1984 |
| 52.232-23 | Assignment of Claims. | JAN 1986 |
| 52.232-25 | Prompt Payment. | JUN 1997 |
| 52.232-33 | Payment by Electronic Funds Transfer --Central Contractor Registration. | MAY 1999 |
| 52.233-1 | Disputes. | DEC 1998 |
| 52.233-3 | Protest after Award. (AUG 1996) Alternate I | JUN 1985 |

AGENCY SPECIFIC PROVISION - SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract and are as follows:

Labor Category

Senior Test Engineer
Instrumentation Engineer
Equipment Installation Supervisor
Senior Engineer

No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The offeror agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or

addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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|-----------|--|----------|
| 52.242-1 | Notice of Intent to Disallow Costs. | APR 1984 |
| 52.242-3 | Penalties for Unallowable Costs. | OCT 1995 |
| 52.242-4 | Certification of Final Indirect Costs. | JAN 1997 |
| 52.242-13 | Bankruptcy. | JUL 1995 |
| 52.243-2 | Changes - Cost-Reimbursement. (AUG 1987) | |
| | Alternate II | APR 1984 |

252.243-7000 ENGINEERING CHANGE PROPOSALS (SEP 1999)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973 (for guidance only), in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" price.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit—

- (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and
- (2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

[]
(Official's Name)

[]
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including—

- (1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
 - (2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to—
- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
 - (2) Final adjustment under an incentive provision of the contract.

AGENCY SPECIFIC PROVISION - AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME [to be inserted at time of award]

ADDRESS

TELEPHONE

52.244-2 SUBCONTRACTS (AUG 1998) -- ALTERNATE I (AUG 1998).

(a) Definitions. As used in this clause:

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that:

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds:

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting:

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any:

- (i) cost-plus-fixed-fee subcontract, or
- (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4©(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-1 Property Records.

APR 1984

AGENCY SPECIFIC PROVISION - GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

| <u>PROPERTY</u> | <u>QUANTITY</u> | <u>DATE</u> |
|-----------------|-----------------|-------------|
|-----------------|-----------------|-------------|

[To be specified on individual delivery orders)

(b) The property will be delivered at Government's expense at or near [To be specified on individual delivery orders)

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

52.246-25 Limitation of Liability-Services.

FEB 1997

| | | |
|--------------|---|----------|
| 252.246-7001 | Warranty of Data. | DEC 1991 |
| 252.247-7023 | Transportation of Supplies by Sea. | NOV 1995 |
| 252.247-7024 | Notification of Transportation of Supplies by Sea. | NOV 1995 |
| 52.248-1 | Value Engineering. | NOV 1999 |
| 252.248-7000 | Preparation of Value Engineering Change Proposals. | MAY 1994 |
| 52.249-6 | Termination (Cost-Reimbursement). | SEP 1996 |
| 52.249-14 | Excusable Delays. | APR 1984 |

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FAR clauses: <http://www.arnet.gov/far/>
DFARS clauses: <http://www.dtic.mil/contracts/>

| | | |
|----------|---------------------------|----------|
| 52.253-1 | Computer Generated Forms. | JAN 1991 |
|----------|---------------------------|----------|

SECTION J - LIST OF ATTACHMENTS

The following documents are physically included in the solicitation document:

| | |
|--------------|---|
| DD Form 254 | Contract Security Classification Specification |
| DD Form 1423 | Contract Data Requirements List (CDRL) |
| DD Form 1664 | Data Item Description (DID) |
| SF LLL | Disclosure of Lobbying Activities |
| | Wage Determination No. 94-2545 Revision 12 |
| | Wage Determination No. 94-2547 Revision 11 |

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.203-11 Certification and Disclosure
Regarding Payments to Influence
Certain Federal Transactions.

APR 1991

52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701©(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____
[] TIN has been applied for.
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;
[] Partnership;
[] Corporate entity (not tax-exempt);
[] Corporate entity (tax-exempt);
[] Government entity (Federal, State, or local);
[] Foreign government;
[] International organization per 26 CFR 1.6049-4;
[] Other _____

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

52.204-5 Women-Owned Business (Other Than Small Business). (MAY 1999)

a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b)Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

| | | |
|--------------|---|----------|
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country. | MAR 1998 |
| 252.209-7003 | Compliance with Veterans' Employment Reporting Requirements. | MAR 1998 |

52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

| | |
|---|--|
| PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE | NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT |
|---|--|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

52.219-1 Small Business Program Representations (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8734.

(2) The small business size standard is \$5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Nov 1999). As prescribed in 19.307(a)(2), add the following paragraph (b)(4) to the basic provision:

(4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Nov 1999). As prescribed in 19.307(a)(3), add the following paragraph (b)(5) to the basic provision:

(5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

52.222-22 Previous Contracts and Compliance Reports. (Feb 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 Clean Air and Water Certification. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ___ is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313© of EPCRA, 42 U.S.C. 11023©;

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that—

(i) Each end product, except those listed in paragraphs ©(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

| <u>Line Item Number</u> | <u>Qualifying Country End Products</u> | <u>Country of Origin</u> |
|-------------------------|--|--------------------------|
|-------------------------|--|--------------------------|

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

| <u>Line Item Number</u> | <u>Nonqualifying Country End Products</u> | <u>Country of Origin (If known)</u> |
|-------------------------|---|-------------------------------------|
|-------------------------|---|-------------------------------------|

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish -

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry-Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry-Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it—
___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

| | | |
|--------------|--|----------|
| 52.204-6 | Data Universal Numbering System (DUNS) Number. | JUN 1999 |
| 252.204-7001 | Commercial and Government Entity (CAGE) Code Reporting. | DEC 1991 |

52.211-2 Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L (Aug 1998)

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--

Department of Defense Single Stock Point (DODSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

- (1) By telephone at (215) 697-2667/2179; or
- (2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

| | | |
|-----------|---|----------|
| 52.215-1 | Instructions to Offerors--Competitive Acquisition. | Oct 1997 |
| 52.215-16 | Facilities Capital Cost of Money. | OCT 1997 |

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997) -- Alternate IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described in the following clause, "Agency Specific Provision - Selected Cost data for Other Than Indefinite Delivery Contracts".

AGENCY SPECIFIC PROVISION - SELECTED COST DATA (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) DIRECT MATERIALS - Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount, e.g., engineering estimate, vendor quote, catalog item, etc.

(b) DIRECT LABOR - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(c) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(d) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(e) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

(h) SUPPORT COSTS - The total not to exceed amount specified for CLIN 0003 under Section B - Supplies or Services.

(i) SUBCONTRACTING - The total not to exceed amount specified for CLIN 0004 under Section B - Supplies or Services.

The Government is contemplating issuance of an Indefinite Delivery, Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract which allows the issuance of Delivery Orders on a completion basis in lieu of level of effort or term. Completion type Delivery Orders require the contractor to complete and deliver a specified end product (such as hardware or a comprehensive final report) as a condition of payment of the entire fixed fee and within the originally estimated cost, if possible.

The Government may increase the estimated cost and direct the contractor to incur costs above the original estimated cost estimate without an increase in fee. However, during the solicitation and evaluation process prior to award, the Government must have an equal basis on which to evaluate proposals. To this end, when preparing and submitting proposals in response to this solicitation, offerors shall use the following labor categories and hours for each year of the five year period of performance:

(Note: The categories and hours listed below will not be included as part of the contract award document; however, the names and labor categories of Key Personnel proposed and accepted will be a part of the award as specified in Section I, AGENCY SPECIFIC PROVISION - SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

| <u>Labor Categories</u> | <u>Hours per year</u> |
|--|-----------------------|
| Senior Test Engineer | 1,050 |
| Senior Test Engineer (OT) | 300 |
| Instrumentation Engineer | 1,050 |
| Instrumentation Engineer (OT) | 300 |
| Equipment Installation Supervisor | 1,050 |
| Equipment Installation Supervisor (OT) | 300 |
| Engineer I | 1,050 |
| Engineer I (OT) | 300 |
| Instrumentation Technician I | 1,750 |
| Instrumentation Technician I (OT) | 500 |
| Mechanical Technician I | 1,750 |
| Mechanical Technician I (OT) | 500 |
| Crane Operator | 700 |
| Crane Operator (OT) | 200 |
| Explosive Handler | 700 |
| Explosive Handler (OT) | 200 |
| Handyman | 1,400 |
| Handyman (OT) | 400 |
| Typist | 1,050 |
| Typist (OT) | 300 |
| Welder | 1,400 |
| Welder (OT) | 400 |
| Machinist | 1,400 |
| Machinist (OT) | 400 |
| Shipfitter | 1,400 |
| Shipfitter (OT) | 400 |

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Indefinite Delivery, Indefinite Quantity, Cost Plus Fixed Fee (completion) type contract resulting from this solicitation.

| | | |
|-----------|--|----------|
| 52.216-27 | Single or Multiple Awards. | OCT 1995 |
| 52.222-46 | Evaluation of Compensation for Professional Employees. | FEB 1993 |

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data–Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software–Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data

| Technical data or Computer Software to be furnished with restrictions* | Basis for assertion | Asserted rights category | Name of person asserting restrictions |
|--|------------------------|--------------------------------|--|
| | ** | *** | **** |

[(LIST)*****.... (LIST)..... (LIST).... (LIST)....]

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

| | | |
|--------------|--|----------|
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government. | JUN 1995 |
| 52.232-38 | Submission of Electronic Funds Transfer Information with Offer. | MAY 1999 |

52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

Contracting Officer
Code 3321
9500 MacArthur Boulevard
West Bethesda MD 20817-5700

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

| | | |
|-----------|---|----------|
| 52.222-46 | Evaluation of Compensation for Professional Employees. | FEB 1993 |
|-----------|---|----------|

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR clauses: <http://www.arnet.gov/far/>

DFARS clauses: <http://www.dtic.mil/contracts/>

PREPARATION OF PROPOSALS (TECHNICALLY ACCEPTABLE, LOWEST COST)

(1) Proposals shall consist of the following:

a. One signed and completed Request for Proposals set, including the SF-33 and all required certifications.

b. Length: The sections shall be as brief as possible, consistent with complete submission. Pages should not exceed 8 ½ inches in width and 11 inches in length; however, foldout pages depicting such items as sketches, etc., may be used. It is requested that a maximum of 20 pages (double spaced) be submitted for the management/technical proposal. The 20 page limit does not include attachments or resumes.

c. Differences between Proposed Format and RFP: Offerors shall provide an explanation, in a clearly relatable format such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is actually submitted.

d. A cost proposal, consisting of the cost information and supporting documentation specified under COST PROPOSAL below preferably on yellow paper in an original and four (4) copies.

e. A technical proposal as described more fully below, preferably on white paper in an original and four (4) copies. The management/ technical proposal shall be severable and shall contain NO PRICING INFORMATION.

TECHNICAL PROPOSAL - The technical proposal shall contain information sufficient to thoroughly evaluate the technical capabilities of the offeror, and to determine if the offeror has the technical expertise to fulfill the Government's needs in providing the requirements specified in Section C - Statement of Work. The technical proposal shall include the following areas:

Sample Delivery Orders
Personnel
Facilities
Past Performance

1. Sample Delivery Orders - The offeror shall submit its proposed approach that would be taken in performing the two sample delivery orders provided below as tasks 1 and 2. The offeror should submit the following information for both sample delivery orders below:

- (a) A detailed description of the approach to be taken in performing the tasks outlined in the following sample delivery orders,
- (b) A staffing plan indicating the labor categories identified in Section B to be used in carrying out the tasks and the number of man-hours in each category, and
- (c) If applicable, the need for support costs, such as material, travel, subcontracting, and Test Facility may be addressed, but no cost data is to be provided in the sample task portion of the Technical Proposal.

Note: These are samples of the type of work to be performed under the resultant contract. No award will be made for these sample delivery orders.

Task 1 - Conduct a High Impact Shock Qualification Test of a Composite Hull-Mounted Component weighing approximately 30,000 pounds.

The purpose of this test is to determine that this structural section meets shock resistance requirements. This task description shall include all elements of a successful test including but not limited to the following:

Fixture Design,
Test Plan,
Instrumentation Plan Development,
Data Reduction and on-site analysis, and
Report Generation

Task 2 - Conduct a High Impact Shock Qualification Test of a Ship Propulsion Diesel engine weighing approximately 100,000 pounds.

The purpose of this test is to determine if the diesel meets shock qualification requirements both while running at rated speed and idle. The task description shall include the approach for testing the engine running at rated speed for shots 1,2 and 4 and idle for shot three. Elements to be addressed include:

Test shall include Qualification IAW MIL-S-901D,
Failures experienced during any particular shot shall be corrected and proven on the next shot,
Open and inspect after each shot,
All support systems necessary to run the engine during test,
Engineering analysis for design of all fixtures with demonstrated shock mitigation to replicate ship conditions,
Data recorded on all channels capable of being recorded and reduced by the contractor, including photos and high speed photography,
Quick look data analysis to include download of data in a binary format to be able to be used as required, and
Other items as deemed appropriate by the contractor to mitigate problems and provide a successful test scenario.

2. Personnel - The offeror shall provide the quantity of resumes for key personnel specified below and information relative to the non-key personnel labor categories. It is possible that the offeror's job categories/titles may not conform to the categories/titles in the RFP. If that is the case, the offeror must provide a cross-reference for its categories/titles to the categories/titles specified in the RFP for all labor categories (i.e. not just for the categories designated as key personnel).

Resumes shall include the following: (1) the job category/titles, and cross-reference, as applicable, (2) their educational background, (3) employment history, and their training with special emphasis on marine vessels and related fields. Strong evidence of an understanding of ship-type structural and mechanical system is required.

In the event that an individual proposed for performance under the resultant contract is not currently employed by the offeror, the offeror shall include with that individual's resume, a letter of intent signed by that individual which states the individual's intent to accept employment with that offeror within 30 days of contract award if the contract is awarded to the offeror. If any of the key personnel proposed for performance under a resultant contract are changed after pre-award evaluation but before contract award, the offeror will advise the Contracting Officer in the Final Proposal Revision offer of the change and will submit resumes of the substituted key personnel for reevaluation of the proposal as appropriate.

a. Key Personnel

Senior Test Engineer - (1) Resume - Shall have a BS degree in engineering with at least 5 years experience in shock test planning, test design, test operations, test inspections, failure analysis, and reporting. The Senior Test Engineer should have demonstrated experience in the supervision and management of test operations and test personnel during shock and vibration testing. Should have strong experience in setting and maintaining schedules, budgets and project reporting. This experience should include demonstrated ability to technically, administratively, and contractually coordinate projects with a variety of engineering and craft requirements.

Instrumentation Engineer - (1) Resume - Shall have a BS in Electrical or Electronic Engineering and 2 years experience or 5 years experience as an Instrumentation Technician with experience in designing and implementing Instrumentation plans and procedures for testing. Familiar with calibration, data retrieval and reduction systems, test equipment calibration and certification, and data conversion into various formats. Should have demonstrated familiarity with the use of high-speed cameras and photography (stills and video). Must have familiarity with ships and ship systems and testing of those systems.

Equipment Installation Supervisor - (1) Resume - Shall have 10 years experience in installation, testing of operation of surface ship and submarine equipment in accordance with applicable specifications, and drawings. Should have demonstrated ability to supervise and direct multiple simultaneous trade operations in a safe and efficient manner while working from oral and written instructions. Must have at least 10 years experience in directing and supervising test operations and facilities to meet the requirements of multiple customers conducting test operations simultaneously. This experience must include the ability to design and review designs for test fixtures, materials, and equipment with an understanding of a variety of installation techniques to accomplish desired results. Must have at least 10 years experience related to shock and vibration testing on shipboard equipment, systems, and installation methods. Must have demonstrated at least 10 years experience in the areas of structural design of foundations, and fabrication and installation of foundations and fixtures for surface ship and submarine equipment testing.

Senior Engineer - (1) Resume - Shall have a minimum of a BS degree in engineering and 10 years experience in progressively responsible positions in the areas of shock, UNDEX testing, structural dynamics, design, and explosive safety. Demonstrated 10 years experience in management and direction of shock test operation, shock test fixture design, test plan development, and engineering evaluation of test results.

b. Non-Key Personnel - Offerors are not required to submit resumes for these categories. However, offerors are required to include a statement in their proposal as to whether they do have such personnel available for work under the resultant contract.

Instrumentation Technician and Mechanical Technician - Installs, repairs, maintains, and adjusts indicating, recording, telemetering, and controlling instruments used to measure and control variables, such as pressure, flow, temperature, motion, force, and chemical composition, using hand tools and precision instruments. Disassembles malfunctioning instruments, and examines and tests mechanism and circuitry for defects. Troubleshoots equipment in or out of control system and replaces or repairs defective parts. Reassembles instrument and tests assembly for conformance with specifications, using instruments, such as potentiometer, resistance bridge, manometer, and pressure gauge. Inspects instruments periodically and makes minor calibration adjustments to insure functioning within specified standards. May adjust and repair final control mechanisms, such as automatically controlled valves or positioners. May calibrate instruments according to established standards.

Shipfitter - Installs or repairs water, steam, gas or other types of pipe and pipefittings. Work involves most of the following: Laying out work and measuring to locate position of pipe from drawings or other written specifications; cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines; threading pipe with stocks and dies, bending pipe.

Welder - Welds metal components together to fabricate or repair products, such as machine parts, plant equipment, mobile homes, motors and generators, according to layouts, blueprints or work orders, using brazing and a variety of arc and gas welding equipment. Welds metal parts together, using both gas welding or brazing and any combination of arc.

Machinist - Produces replacement parts and new parts in making repairs of metal parts of mechanical equipment. Work involves most of the following: Interpreting written instructions and specifications; planning and laying out of work; using a variety of machinist's hand tools and precision measuring instruments; setting up and operating standard machine tools; shaping of metal parts to close tolerances; making standard shop computations relating to dimensions of work, tooling, feeds, and speeds of machining; knowledge of the working properties of the common metals; selecting standard materials, parts, and equipment required for this work; and fitting and assembling parts into mechanical equipment. In general, the machinist's work normally requires a rounded training in machine-shop practice usually acquired through a formal apprenticeship or equivalent training and experience.

Crane Operator - Operates heavy equipment such as cranes, clamshells, power shovels, motor graders, heavy loaders, carryalls, bulldozers, rollers, scrapers, and large industrial tractors with pan or scrapper attachments.

Equipment is used to excavate, load or move dirt, gravel or other materials. Operator may read and interpret grade and slope stakes and simple plans. May be required to grease, adjust and make emergency repairs to equipment.

Typist/Word Processor - Uses a knowledge of varied and advanced functions of one software type, a knowledge of varied functions of different types of software, or a knowledge of specialized or technical terminology to perform such typical duties as: Editing and reformatting written or electronic drafts. Examples include: correcting function codes; adjusting spacing and formatting; and standardizing headings, margins, and indentations. Transcribing scientific reports, lab analyses, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical, or scientific terminology. Work requires familiarity with office terminology and practices; incumbent corrects copy and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work, and provides specific instructions for new or unique projects. May lead lower level word processors.

Handyman - Assists one or more workers in the skilled maintenance trades by performing specific or general duties of lesser skill, such as keeping a worker supplied with materials and tools; cleaning working area, machine, and equipment; assisting journeyman by holding materials or tools; and performing other unskilled tasks as directed by journeyman. The kind of work the helper is permitted to perform varies from trade to trade. In some trades the helper is confined to supplying, lifting, and holding materials and tools, and cleaning working areas; and in others the worker is permitted to perform specialized machine operations, or parts of a trade that are also performed by workers on a full-time basis.

Explosives Handler - Provide technical support and set standards for UXO personnel conducting ordnance response projects. Perform reconnaissance; classification; disposing; transporting; storage of UXO complying with Federal, state and local laws. Perform risk-hazard analysis; maintenance and operator checks on all team equipment. Plan and supervise range clearance operations. This individual shall have an explosion handling certification in accordance with the state in which the test facility is located.

3. Facilities

a. The offeror shall have an existing facility for shock testing shipboard equipment in the light, medium, or heavy weight test category. The offeror is required to describe in full the facilities and the geographic location. In addition, the offeror's facility must have the following:

Conference Room: Should accommodate a minimum of 20 people,

Office Space: Minimum of two desk chairs and secure file cabinet,

Communication: Facsimile machine, two unrestricted phones, and internet hookup

Drafting Capabilities: Produce engineering drawings, which fulfill the tasks in the Statement of Work, and

Instrumentation: Should have instrumentation systems for recording and processing up to 5 channels with ability to increase to a maximum of 15 channels (sensors-signal processing FM magnetic tape recorders or solid state recorders and appropriate data processing equipment).

b. Test Support Facility

Crane with a minimum of 70-ton lift at a 90 ft. radius. Access to portable cranes with lift capacity up to 50 tons.

Have on-site or access to a machine shop with a minimum of:

Comprehensive carbide tooling required for HY-steels and other exotic alloys as required.

High-pressure hydrostatic testing of hull penetrations on a regular basis before and after test series (requires high-pressure pump capability).

Ability to produce internal and external threads; capability of manufacturing all classes of fits of all basic dimensions. The capabilities or access to the capabilities required to meet NAVSEA specifications (such as NAVSEA 0900-000-1000), MIL-STD Specifications, (such as MIL-STD-22), the requirements of DESIGN DATA SHEET specifications (such as DDS 110) and other Government specifications as required in the task order. Additionally, the machine shop shall have on site or access to the following items:

Metal Machine Lathe

Vertical Boring Mill

Milling Machine - General milling capability and portable drilling and portable boring.

Have available or have access to a ship fitting shop with the capabilities required to meet NAVSEA specifications (such as NAVSHIPS 0900-000-1000, NAVSEA 0900-006-9010), MIL-STD specifications (such as MIL-STD-22 and MIL-STD-246), the requirements of DESIGN DATA SHEET specifications as required in the task order.

Have available or have access to a welding shop with the welding and weld inspection capabilities as required to meet-NAVSEA specifications, MIL-STD/specifications, the requirements of DESIGN DATA SHEET specifications (such as, DDS 110) and other Government specifications required in the task order.

Have available or have access to a pipe shop with the capabilities to fabricate and install LP and HP-piping for ballasting test vehicles; ability to erect staging platforms; ability to work to NAVSEA specifications, MIL-STD specifications, the requirements of DESIGN DATA SHEET specifications, and other Government specifications required in the task order.

Have available or have access to the capability to supply Temporary services such as 120 VAC 1 single phase, 220 VAC 1 single phase, and 440 VAC three phase, electric power, LP and HP air service, heat and water to test vehicle.

Have capability to store up to 2,000 pounds Class A bomb type IV explosives and 100 Class B electric blasting caps.

Must have at least 2,000 square ft of secure, covered, heated storage with overhead crane service for equipment being tested and/or inspected.

Have three phase 440 Volt AC power on site with minimum amperage rating of 2000 amps. Have DC power at least 1000 KW 120/240 power. Have AC regulated of at least 45 KVA of 120/208 'Y' power. The facility shall also have at least a 50 KVA resistive load bank and all necessary leads, connections, switch gear, and other support equipment necessary for load testing of electrical items being shock tested.

Must be available for detonating up to at least 125 pounds of HBX-1 underwater at a depth of 30 ft. The test area shall be at least 150' x 200' with water depth of 100 feet.

4. Past Performance - The offeror shall provide detailed information of past performance in similar projects in the area of underwater explosion testing. The past performance should be limited to the contracts completed within the last three (3) years..

(1) Provide a chart, in tabular form, listing the following information:
Column 1- Contracting activity and address
Column 2 - Principal Contracting Officer's and Technical point of contact's name and telephone numbers
Column 3 - Contract Number
Column 4 - Type of Contract
Column 5 - Award price/cost
Column 6 - Final price/cost
Column 7 - Period of Performance (month/year started and completed)

(2) Provide narrative input on each contract cited in this Section to include a brief technical description of scope of work, cost growth or delays encountered.

COST PROPOSAL - See Section L - AGENCY SPECIFIC PROVISION - SELECTED COST DATA (JUN 1996) (NSWCCD) for cost information required with your proposal.

An offer is presumed to represent an offeror's best efforts to respond to the solicitation.

Any inconsistency, whether real or apparent, between promised performance and cost or price, should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price should be explained; or, if a business policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal.

Any significant inconsistency, if unexplained, raises a fundamental issue of the understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the offer.

2. The burden of proof as to cost credibility rests with the offeror.

Section M - EVALUATION FACTORS FOR AWARD

AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (OCT 1997) (NSWCCD)

Evaluation and award shall be based on the lowest offered price among those found to be technically acceptable.

However, the Government may award multiple contracts as a result of this solicitation.

Technical acceptability will be based upon the offeror's response to the following:

1. Sample Tasks Orders
2. Personnel
3. Facilities
4. Past Performance

1. Sample Task Orders - The offeror's response to sample task orders shall be reviewed for acceptability based upon its demonstrated understanding of the requirements specified in Section C - Statement of Work. Substantiation shall be based upon the information provided on the following elements:

- (a) The detailed description of the approach to be taken in performing the tasks outlined in the sample task orders,
- (b) The staffing plan indicating the labor categories identified in Section B to be used in carrying out the tasks and the number of man-hours in each category, and
- (c) The need for support costs, if applicable, such as material, travel, subcontracting, and Test Facility.

2. Personnel - The offeror's response to personnel shall be reviewed for acceptability based upon the education and experience levels indicated on the resumes and whether a statement was included regarding availability of non-key personnel. Substantiation shall be based upon the following elements being met:

a. Key Personnel

Senior Test Engineer - (1) Resume - Shall have a minimum of a BS degree in engineering and 10 years experience in progressively responsible positions in the areas of shock, UNDEX testing, structural dynamics, design, and explosive safety. Demonstrated 10 years experience in management and direction of shock test operation, shock test fixture design, test plan development, and engineering evaluation of test results.

Instrumentation Engineer - (1) Resume - A BS in Electrical or Electronic Engineering and 2 years experience or 10 years experience as an Instrumentation Technician with experience in designing and implementing Instrumentation plans and procedures for testing. Familiar with calibration, data retrieval and reduction systems, test equipment calibration and certification, and data conversion into various formats. Demonstrated familiarity with the use of high-speed cameras and photography (stills and video). Familiarity with ships and ship systems and testing of those systems.

Equipment Installation Supervisor - (1) Resume - 10 years experience in

installation, testing of operation of surface ship and submarine equipment in accordance with applicable specifications, and drawings. Demonstrated ability to supervise and direct multiple simultaneous trade operations in a safe and efficient manner while working from oral and written instructions. 10 years experience in directing and supervising test operations and facilities to meet the requirements of multiple customers conducting test operations simultaneously. This experience must include the ability to design and review designs for test fixtures, materials, and equipment with an understanding of a variety of installation techniques to accomplish desired results. 10 years experience related to shock and vibration testing on shipboard equipment, systems, and installation methods. Demonstrated at least 10 years experience in the areas of structural design, fabrication and installation of foundations, fixtures and special equipment for ship and submarine equipment and system testing.

Senior Engineer - (1) Resume - Shall have a minimum of a BS degree in engineering and 10 years experience in progressively responsible positions in the areas of shock, UNDEX testing, structural dynamics, design, and explosive safety. Demonstrated 10 years experience in management and direction of shock test operation, shock test fixture design, test plan development, and engineering evaluation of test results.

b. Non-Key Personnel - A statement that personnel are available for work under the resultant contract with the education and experience levels indicated in Section L.

3. Facilities - The offeror's response to facilities shall be reviewed for acceptability based upon its ability to provide the type of facilities identified and the required capabilities. Substantiation shall be based upon the information provided on the following elements:

a. The offeror has existing facility for shock testing shipboard equipment in the light, medium, or heavy weight test category and includes a detailed description of the facilities and the geographic location. The facility shall have the following capabilities:

Conference Room: Should accommodate a minimum of 20 people,

Office Space: Minimum of two desk chairs and secure file cabinet,

Communication: Facsimile machine, two unrestricted phones, and internet hookup

Drafting Capabilities: Produce engineering drawings, which fulfill the tasks in the Statement of Work, and

Instrumentation: Should have instrumentation systems for recording and processing up to 5 channels with ability to increase up to a maximum of 15 channels (sensors-signal processing FM magnetic tape recorders or solid state recorders and appropriate data processing equipment).

b. Test Support Facility - The offeror has a test support facility facility includes a detailed description of the facilities. The facility shall have the following capabilities:

Crane with a minimum of 70-ton lift at a 90 ft. radius. Access to portable cranes with lift capacity up to 50 tons.

Have on-site or access to a machine shop with a minimum of:

Comprehensive carbide tooling required for HY-steels and other exotic alloys as required.

High-pressure hydrostatic testing of hull penetrations on a regular basis before and after test series (requires high-pressure pump capability).

Ability to produce internal and external threads; capability of manufacturing all classes of fits of all basic dimensions. The capabilities or access to the capabilities required to meet NAVSEA specifications (such as NAVSEA 0900-000-1000), MIL-STD Specifications, (such as MIL-STD-22), the requirements of DESIGN DATA SHEET specifications (such as DDS 110) and other Government specifications as required in the task order. Additionally, the machine shop shall have on site or access to the following items:

Metal Machine Lathe

Vertical Boring Mill

Milling Machine - General milling capability and portable drilling and portable boring.

Have available or have access to a ship fitting shop with the capabilities required to meet NAVSEA specifications (such as NAVSHIPS 0900-000-1000, NAVSEA 0900-006-9010), MIL-STD specifications (such as MIL-STD-22 and MIL-STD-246), the requirements of DESIGN DATA SHEET specifications as required in the task order.

Have available or have access to a welding shop with the welding and weld inspection capabilities as required to meet NAVSEA specifications, MIL-STD/specifications, the requirements of DESIGN DATA SHEET specifications (such as, DDS 110) and other Government specifications required in the task order.

Have available or have access to a pipe shop with the capabilities to fabricate and install LP and HP-piping for ballasting test vehicles; ability to erect staging platforms; ability to work to NAVSEA specifications, MIL-STD specifications, the requirements of DESIGN DATA SHEET specifications, and other Government specifications required in the task order.

Have available or have access to the capability to supply Temporary services such as 120 VAC 1 single phase, 220 VAC 1 single phase, and 440 VAC three phase, electric power, LP and HP air service, heat and water to test vehicle.

Have capability to store up to 2,000 pounds Class A bomb type IV explosives and 100 Class B electric blasting caps.

Must have at least 2,000 square ft of secure, covered, heated storage with overhead crane service for equipment being tested and/or inspected.

Have three phase 440 Volt AC power on site with minimum amperage rating of 2000 amps. Have DC power at least 1000 KW 120/240 power. Have AC regulated of at least 45 KVA of 120/208 'Y' power. The facility shall also have at least a 50 KVA resistive load bank and all necessary leads, connections, switch gear, and other support equipment necessary for load testing of electrical items being shock tested.

Must have capability for detonating up to at least 125 pounds of HBX-1 underwater at a depth of 30 ft. The test area shall be at least 150' x 200' with water depth of 100 feet.

4. Past Performance - The offeror's past performance shall be reviewed for acceptability based upon its demonstration of similar projects in the area of underwater explosion testing under contracts completed within the last three (3) years.

Cost Proposal:

(1) Cost or price proposals will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror.

(2) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(3) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

Competitive Acquisition Instructions:

(1) If the provision FAR 52.215-1, "Instructions To Offerors-Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(4) Discussion/Final Proposal Revisions. The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(4) Basis for Contract Award. The basis for award of a contract(s) as a result of this solicitation will be the lowest offered priced among those found to be technically acceptable and responsible.

Evaluation of Indirect Rates Applicable to Support Costs:

(1) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for CLINs 0003 and 0004 ort and subcontract costs. It is intended to reimburse support and subcontract costs on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the not-to-exceed (NTE) amounts specified for support and subcontract costs.

(2) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support and subcontract cost items, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(3) If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(4) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(5) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.